



PAUL HIGA
Chief Probation Officer

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242



April 6, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF FORM AGREEMENT FOR PREVENTION AND INTERVENTION
SERVICES FOR ADULTS AND JUVENILES WITH VARIOUS AGENCIES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve use of Form Agreement in substantially similar form to Attachment I for the provision of various prevention and intervention services for adults and juveniles, and delegate authority to the Chief Probation Officer to negotiate and execute similar agreements with school districts, governmental agencies, and community-based organizations upon approval as to form by County Counsel. The Chief Probation Officer will notify your Board in writing, on a quarterly basis, of executed contracts.

PURPOSE/JUSTIFICATION OF RECOMMENDATION

Since 1983, the Probation Department has participated in a joint effort with several school districts, cities, community-based organizations, and other governmental agencies to reduce incidents of truancy and other serious behavioral problems. These efforts require the assignment of a Deputy Probation Officer (DPO) to the contracting agency's program, with the expenses for the DPO paid by the contracting agency. Expenses include DPO base and overtime salaries as well as Probation administrative costs. The recommended action will allow the current program to continue. Further, it will include services for adults and collaboratives with federal, State, and local law enforcement agencies. The Chief Probation Officer will notify your Board in writing, on a quarterly basis, of executed contracts.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan Goal #5, Children and Families' Well-Being to improve well-being of children and families in Los Angeles County.

PROBATION: PROTECTION, CORRECTION, SERVICE

FISCAL IMPACT/FINANCING

Funding for these agreements is included in the FY 2005-06 Adopted Budget. Contractors under the program will pay for the cost of the DPO and support staff at the current annual rate of \$126,000 and an hourly rate of \$49 when billing for overtime rates. The rates will change based on salaries and other related support services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 1, 1990, your Board delegated authority to the Chief Probation Officer to enter into contracts with various school districts and other governmental agencies for the provision of prevention and intervention services. The Department is reimbursed for the cost of the DPO and support staff based on the DPOs involvement in the program. While this authority is currently utilized for the required services, additional authority is required to include adult services and collaborations with federal, state, and local law enforcement agency. Agencies participating in the collaboratives include but are not limited to the Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Los Angeles Police Department (LAPD), and Los Angeles County Sheriff's Department.

The proposed standardized agreement includes all contractual requirements and will be executed subject to approval by County Counsel as to form.

IMPACT ON CURRENT SERVICES

The proposed standardized agreement will allow the Department to continue participating in programs aimed at reducing incidents of truancy, criminality, and other serious behavioral problems for adult and juveniles.

Respectfully submitted,



Robert B. Taylor
Chief Deputy

Attachment (1)

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c: Executive Officer, Board of Supervisors
Chief Administrative Officer
County Counsel

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT



AGREEMENT TO PROVIDE A
PREVENTION AND INTERVENTION PROGRAM
(PIP)

NAME OF AGENCY

CONTRACT TERM

TABLE OF CONTENTS

	<u>Page No.</u>
1. PURPOSE OF THE AGREEMENT	1
2. STATEMENT OF WORK	2
3. EMPLOYMENT STATUS	2
4. PAYMENT	2
5. INDEPENDENT CONTRACTOR	3
6. INDEMNIFICATION.....	3
7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION.....	4
8. BUDGET REDUCTIONS.....	4
9. TERMINATION AND TERMINATION COSTS	4
10. TERMINATION FOR IMPROPER CONSIDERATION	4
11. TERM	5

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
NAME OF AGENCY**

THIS AGREEMENT is made and entered into this ____ day of _____, 2006 by and between the *NAME OF AGENCY*, located at *AGENCY ADDRESS*, hereinafter referred to as "*NAME OF AGENCY*", and the County of Los Angeles Probation Department, hereinafter referred to as "*COUNTY*", both of whom are collectively referred to as the "*PARTIES*".

WHEREAS, *NAME OF AGENCY* operates schools which may at times require probation prevention/intervention services to assist in reducing incidents of truancy and other serious behavioral problems; and

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, *COUNTY* Probation Department has statutory authority pursuant to Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and (*this section as applicable*)

WHEREAS, *COUNTY* Probation Department has statutory authority pursuant to Section 1203.14 of the Penal Code and Section 652 of the Welfare and Institutions Code to provide certain expertise and resources in this area; and (*this section as applicable*)

WHEREAS, *COUNTY* desires to participate in a joint effort with the *NAME OF AGENCY*;

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the *PARTIES* mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to maintain within the *NAME OF AGENCY*, the services of (*number*) Deputy Probation Officers and support staff assigned to *AGENCY* mutually agreed upon by both parties. These officers will provide probation services for *NAME OF AGENCY*. Probation services shall be provided by *COUNTY* through this Agreement and shall be consistent with the laws of the State of California and the guidelines by which *NAME OF AGENCY* administers its schools.

2. **STATEMENT OF WORK (This statement of work is a sample. Statements of work will vary based on the specific services to be provided.)**

A. COUNTY shall provide, on behalf of *NAME OF AGENCY*, the services of (*number*) Deputy Probation Officer and related support staff with caseload supervision of juvenile/adult probationers who are students/residents within the County of Los Angeles, such caseloads to conform to the standards established for the Probation Department's Prevention and Intervention Program (PIP). These students/residents will be mutually agreed upon by the Chief Probation Officer or his designee and the *NAME OF AGENCY*. Further, the *NAME OF AGENCY* will give input towards the evaluation conducted by the Deputy Probation Officer.

B. *NAME OF AGENCY* shall provide office space and telephone services within its boundaries for use by the assigned Deputy Probation Officers.

C. In addition to the duties associated with caseload supervision, the assigned Deputy Probation Officers will:

Conduct crisis counseling in individual and group settings with referred students;

Serve as the representative of the Probation Department on the *NAME OF AGENCY* School Attendance Review Board (S.A.R.B.);

Provide on-site assistance in County schools when student behavior problems arise.

3. **EMPLOYMENT STATUS**

The assigned Deputy Probation Officers are employees of COUNTY and are entitled to wages and employee benefits appropriate to what is provided other County employees who are Deputy Probation Officers. It is additionally understood that no term or condition of this Agreement can conflict with State statute defining the status of the Deputy Probation Officer as a Peace Officer.

4. **PAYMENT**

NAME OF AGENCY shall reimburse COUNTY for 100/50% of the salary and employee benefits for (*number*) Deputy Probation Officers and support staff assigned by COUNTY to perform services according to Paragraph 2, **STATEMENT OF WORK** above. The billable amount is \$XX,XXX plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

COUNTY shall provide DPO services commensurate with the cost of services and staff being paid by *NAME OF AGENCY*. *NAME OF AGENCY* agrees that the DPO services provided may include a percentage of all customary employee functions such as attending mandatory training, scheduled and unscheduled time-off (e.g. sick, vacation, etc.), and/or attending to other Probation-related activities that may on occasion require the DPO to be away from the service site. *NAME OF AGENCY* agrees that it is responsible for the entire billable amount of this agreement.

NAME OF AGENCY shall reimburse COUNTY for 100% of the salary for a Deputy Probation Officer II, paid at one and one-half time, for all time worked beyond forty (40) hours per week. It is at the discretion of the COUNTY whether the Deputy Probation Officer II works in excess of forty (40) hours per week. The current overtime rate is approximately \$XX.XX per hour plus any adjustments to salary, employee benefits and/or overhead rates approved by the Board of Supervisors during the fiscal year.

Within thirty (30) days following the receipt of an invoice from the Probation Department's Business Management Office, *NAME OF AGENCY* shall reimburse COUNTY for the billed amount. These invoices shall be provided to *NAME OF AGENCY* within twenty (20) days following *DATES*.

5. INDEPENDENT CONTRACTOR

This Agreement is by and between COUNTY and *NAME OF AGENCY* and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between COUNTY and *NAME OF AGENCY*.

6. INDEMNIFICATION

NAME OF AGENCY shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with *NAME OF AGENCY* acts and/or omissions arising from and/or relating to this Agreement.

COUNTY shall indemnify, defend, and hold harmless *NAME OF AGENCY*, and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with COUNTY'S acts and/or omissions arising from and/or relating to this Agreement

7. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY'S obligation for its percentage of salary and employee benefits costs is payable only and solely from funds appropriated for the purpose of this Agreement subject to COUNTY'S legislative appropriation for this purpose. In the event the Board of Supervisors does not allocate sufficient funds then the affected services shall be terminated. COUNTY shall notify *NAME OF AGENCY* in writing of such non-allocation at the earliest possible date.

8. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts in any Fiscal Year a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its services obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services. COUNTY'S notice to *NAME OF AGENCY* regarding said reduction in obligation shall be provided within thirty (30) days of the Board's approval of such actions.

9. TERMINATION AND TERMINATION COSTS

In the event that *NAME OF AGENCY* or COUNTY withdraws its participation in the project described in this Agreement, such withdrawal shall be preceded by thirty (30) days' written notice to the other party. Notwithstanding, *NAME OF AGENCY* or COUNTY may terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in *NAME OF AGENCY* or COUNTY funding for the Agreement activity. In such event, COUNTY shall be compensated for all services rendered and all necessary incurred costs performed in accordance with the terms of this Agreement which have not been previously reimbursed up to the date of said termination. Payment shall be made only upon the filing with *NAME OF AGENCY*, by COUNTY, vouchers evidencing the time expended and said costs incurred. Said vouchers must be filed with *NAME OF AGENCY* within thirty (30) days of said termination.

10. TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to *NAME OF AGENCY*, immediately terminate the right of the *NAME OF AGENCY* to proceed under this agreement if it is found that consideration, in any form, was offered or given by the COUNTY, either directly or through an intermediary, with the intent of securing the agreement or securing favorable treatment with respect to the amendment or extension of the agreement or making of any determinations with respect to the COUNTY'S performance pursuant to the agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the *NAME OF AGENCY* as it could pursue in the

pursue in the event of default by the *NAME OF AGENCY*.

NAME OF AGENCY shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

11. TERM

This Agreement shall be for a period of twelve (12) months commencing on *DATE* and terminating on *DATE*.

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The PARTIES by their duly authorized signatures, have caused this Agreement to become effective on the day, month and year first written above.

COUNTY OF LOS ANGELES

BY _____
Chief Probation Officer

Date

NAME OF AGENCY

BY _____

Typed or Printed Name

Title

Date

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask
Principal Deputy
County Counsel